Term and Conditions

**First Steps Sports Club, we or us means First Steps Sports Club LTD, Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX;**

**Carer means you or the person chosen by you to attend the session with the pupil;**

**Coach means the person employed by First Steps Sports Club to teach the sessions;**

**Booking/Registration form means the form completed on the website when booking which you have completed.**

**Fee means the price of the classes, as applicable from time to time;**

**Premises means the place where the sessions take place;**

**Pupil or Player means the child named on the Booking/Registration form;**

**Term means a period of up to 13 weeks (as applicable), starting with the first session of that period;**

**You means the parent or legal guardian who has completed the booking/registration form for a pupil and is responsible for the payment of the fees for that pupil.**

**1. Acceptance of Terms and Conditions**

**1.1 All agreements relating to the teaching of the course by First Steps Sports Club to the Pupil are subject to these terms to the exclusion of all other terms and conditions.**

**1.2 No variation or addition to the terms shall be binding unless agreed in writing by First Steps Sports Club.**

**2. Responsibility**

**2.1. You confirm that you are the parent or legal guardian with responsibility for the pupil. You agree that you or a carer will attend each session with the pupil unless expressly agreed in advance with us before a session commencing.**

**2.2. You confirm that the information set out in the booking/registration form is accurate in all material respects and that you will inform us of any changes immediately.**

**2.3. You acknowledge that the pupil will be under the supervision, care and control of a carer at every session and that the carer will be responsible for the welfare and conduct of the pupil whilst the pupil is on the premises or in the field.**

**2.4. Some sessions may be held outdoors in public spaces which have been carefully selected by First Steps Sports Club. During such sessions the carer shall be responsible for the whereabouts of the pupil and shall take special care to ensure that the pupil stays within the boundaries set out by First Steps Sports Club.**

**2.5. You will indemnify us and keep us indemnified against all loss, liability, costs and expenses which we may incur directly as a result of any actions of a carer or the pupil.**

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**3. Discipline and Inappropriate Behaviour**

**3.1. If we decide that the pupil’s or carer’s behaviour is unacceptable, we are entitled to exclude the pupil and/or the carer from a session or the premises for any period that we may decide is appropriate. Unacceptable behaviour shall include damage to property, disruptive behaviour, any form of verbal or physical aggression towards the coach or other pupils, or any other behaviour as we reasonably determine.**

**3.2. If your player or the carer is excluded from the session for the reasons mentioned, our liabilities to you cease to exist and First Steps Sports Club will be under no obligation to offer any kind of refund or compensation whatsoever.**

**4. Absenteeism**

**4.1. It is the player's best interest to keep up the attendance. There is no refund or credit for absent sessions without a medical certificate.**

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**5. Health and Safety**

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**5.1. You must inform First Steps Sports Club and our coach of any medical condition or injuries that you, the carer or the pupil may have before the start of the term or each session, as applicable.  If you have any health concerns which may have an effect on participation in the sessions, it is advisable that you consult your GP before attending.**

**5.2. It is the carer's sole responsibility that the player is dressed properly according to our guideline on our FAQs. The coach reserves the rights at all times to refuse the player with clothing or accessories which may have a safety concern for the player himself and his**

**team-mates.**

**6. Fees and Payment**

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**6.1. You shall pay us the fees for a complete term at any time before the first session of that term. Failure to make a full term fee prior to the start of the term will result in cancellation of your booking without any further notice and the pupil will be denied access.**

**6.2. The price for a full term is £105 and a full week at camp is £120. This is neither refundable nor transferable.**

**6.3. Bookings for any of our services are to be made via our website.**

**6.4. If booking on to a term late, the price will be reduced based on the amount of sessions your child has missed.**

**6.5. Confirmation of booking will only be sent by email to the email address you have notified to us on the online booking form.**

**6.6. Subject to clause 7, the fees payable at the start of a term for a complete term shall be non-refundable.**

**6.7. No refunds shall be given for sessions which have been missed by the pupil nor credits given in exchange for future classes.**

**6.8. In the event of illness of the pupil which causes four or more sessions to be missed a credit note may be issued. To obtain a credit note please contact First Steps Sports Club no later than the day of the session. First Steps Sports Club will require a medical certificate.**

**7. Changes or Cancellation by Us**

**7.1. We reserve the rights to cancel your booking at any time before the start of any term. In such event we will refund the fees paid for that term.**

**7.2. We reserve the rights to change the coach taking the sessions at any time.**

**7.3. Sessions held outdoors are weather-dependent, in the event First Steps Sports Club deems the weather a danger to the safety of the player, the session will be postponed and parents will be notified via text message using the details held on file. If more than two sessions are postponed in one term, credit will be issued for each session after this and can be used towards a future full term booking.**

**7.4. A permanent change in the location or time of a session will constitute a change of these conditions and will be notified in accordingly.**

**7.5. We may change these conditions at any time. We will endeavour to give you as much notice as possible in the event of any changes.**

**7.6. First Steps Sports Club sessions can only operate on the advertised start date, provided that a satisfactory number of players are booked. If we are unable to provide the booked arrangements, a refund of all monies paid will be available on request or an offer of alternative arrangements accepted.**

**7.7. We cannot accept liability or pay compensation if we are forced to cancel or in any way make changes to your term or session due to civil strike, industrial dispute, terrorist activity, fire or adverse weather condition, or any other reason outside our control or any other disruptions caused by third party contractors.**

**8. Changes or Cancellation by You**

**8.1. Changes to your player's session can be requested at any time before the start of the term. We will do our utmost to accommodate your needs provided that there is an available space in the session requested.**

**8.2. First Steps Sports Club does NOT refund the term fee as your player's space is reserved for the duration of the term when First Steps Sports Club offers you a space and a full term fee is received.**

**8.3. Once the term has started, any cancellation requested by you due to your holiday arrangements, moving house, going abroad or any other matter of your personal nature are considered cancelled by you, and therefore no refund will be given. The player's space will also be released immediately.**

**9. Refund Policy**

**9.1. Only Applicable if fee already paid**

**9.2. No Attendance = No Refund**

**9.3. Once the term has started there will be no refund given for any changes or cancellation by you regardless of the attendance of the player.**

**10. Exclusion of liability**

**10.1. First Steps Sports Club accepts responsibility to you, the pupil or the carer for any direct loss suffered by that person (however caused) but not for any indirect or consequential loss or damage however caused, even if we were advised of the possibility of such loss.**

**10.2. You agree that any claim against First Steps Sports Club must be brought within 28 days of the event resulting in such claim.**

**10.3. First Steps Sports Club maximum liability to you and/or the pupil and/or the carer is limited to the total amount of fees paid.**

**11. General**

**11.1. The failure by either party to enforce any of these conditions shall not be a waiver of them.**

**11.2. These conditions, together with the booking/registration form, constitute the entire agreement between you and First Steps Sports Club**

**11.3. You agree that these conditions will apply to the classes run by First Steps Sports Club and attended by the pupil. By making payment of the fee and the pupil attending the session, you are deemed to have accepted these conditions.**

**11.4. These conditions shall be governed by English law and shall be subject to the jurisdiction of the English courts.**